

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
HONOLULU, HAWAII

Legal Ad Date: April 24, 1997

INVITATION FOR BIDS

NO. IFB-97-194-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

FURNITURE PARTS

FOR

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
CENTRAL SERVICES DIVISION

will be received up to and opened at 2:00 p.m.

on

May 15, 1997

in the State Procurement Office, Kalanimoku Building, 1151  
Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed  
to Ms. Fran Villarmia at telephone (808) 586-0563, facsimile  
(808)586-0570.

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ROBERT J. GOVERNS, CPPB  
Procurement Officer

06/03/96

FURNITURE PARTS  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
CENTRAL SERVICES DIVISION  
IFB-97-194-0

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Offeror

Payment address, if other than  
street address at right:

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_

\_\_\_\_\_  
Title

Hawaii General Excise Tax Lic.  
I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Social Sec. or Federal I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_  
Offeror is: \_\_\_ Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Joint Venture

State of incorporation: Hawaii \_\_\_\_\_ \*Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii? \_\_\_ Yes \_\_\_ No

The following bid is hereby submitted to furnish and deliver the following Furniture Parts as specified herein.

Item No.	Description	Quantity	Unit Price	Total Price
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\*PREQUALIFIED ACCEPTABLE PRODUCT

**GROUP I - Chair Glides, Steel**

1.	Glide with ferrule, swivel, with steel base 1-1/4" base diameter fits 5/8" O.D. tubing * Virco 051959 * Glen Products F-1626 * Kokopelli Components 8016-SB	20,000 ea.	\$ _____	\$ _____
2.	Glide with ferrule, swivel with plastic nylon base 1-1/4" base diameter fits 5/8" O.D. tubing * Virco 051957 * Glen Products F-1626-N * Kokopelli Components 8016-NN	20,000 ea.	\$ _____	\$ _____
3.	Glide with ferrule, swivel with steel base 1-1/4" base diameter fits 3/4" O.D. tubing * Glen Products F-3757 * Kokopelli Components 8014-SB	20,000 ea.	\$ _____	\$ _____
4.	Glide with ferrule, swivel with plastic nylon base 1-1/4" base diameter fits 3/4" O.D. tubing * Glen Products F-3757-N * Kokopelli Components 8014-NN	20,000 ea.	\$ _____	\$ _____
5.	Glide, swivel with steel base 1-1/4" base diameter fits 3/4" outside, 9/16" inside diameter tubing * Glen Products F-1756 * Kokopelli Components 8403	5,000 ea.	\$ _____	\$ _____

**GROUP II - Parts for Virco 830 Series Student Chairs**

6	Seats, Small Polypropylene or Polyethylene Plastic Color: Yellow * Virco 049710 * Glen Products 580S-13	1,000 ea.	\$ _____	\$ _____
7.	Seats, Medium Polypropylene or Polyethylene Plastic Color: Burgundy * Virco 049730 * Glen Products 580S-16	5,000 ea.	\$ _____	\$ _____

Offeror \_\_\_\_\_

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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\*PREQUALIFIED ACCEPTABLE PRODUCT

**GROUP II - Parts for Virco 830 Series Student Chairs** continued.

8.	Seats, Large Polypropylene or Polyethylene Plastic Color: Brown (Mocha) * Virco 1049858 * Glen Products 581S-18	5,000 ea.	\$_____	\$_____
9.	Backs, Small Polypropylene or Polyethylene Plastic Color: Yellow * Virco 049720 * Glen Products 580B-13	1,000 ea.	\$_____	\$_____
10.	Backs, Medium Polypropylene or Polyethylene Plastic Color: Burgundy * Virco 049740 * Glen Products 580B-16	5,000 ea.	\$_____	\$_____
11.	Backs, Large Polypropylene or Polyethylene Plastic Color: Brown (Mocha) * Virco 1049860 * Glen Products 581B-18	5,000 ea.	\$_____	\$_____

**GROUP III - Parts for Virco 9000 Series Student Chair**

12.	One Piece Shell, Small Polyethylene Plastic Color: Blue * Virco 49470 * Glen Products 9000-13	1,000 ea.	\$_____	\$_____
13.	One Piece Shell, Medium Polyethylene Plastic Color: Burgundy * Virco 49670 * Glen Products 9000-16	5,000 ea.	\$_____	\$_____
14.	One Piece Shell, Large Polyethylene Plastic Color: Brown (Mocha) * Virco 49870 * Glen Products 9000-18	5,000 ea.	\$_____	\$_____

**GROUP IV - Parts for American Seating 900 Series Student Chairs**

15.	Seats, Medium Polypropylene or Polyethylene Plastic Color: Beige * Glen Products 900S-16	5,000 ea.	\$_____	\$_____
16.	Seats, Large Polypropylene or Polyethylene Plastic Color: Beige * Glen Products 900S-18	5,000 ea.	\$_____	\$_____

Offeror\_\_\_\_\_

Item No.	Description	Quantity	Unit Price	Total Price
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\*PREQUALIFIED ACCEPTABLE PRODUCT

**GROUP IV - Parts for American Seating 900 Series Student Chairs** continued.

17.	Backs, Medium Polypropylene or Polyethylene Plastic Color: Beige * Glen Products 900B-16	5,000 ea.	\$_____	\$_____
18.	Backs, Large Polypropylene or Polyethylene Plastic Color: Beige * Glen Products 900B-18	5,000 ea.	\$_____	\$_____

**GROUP V - Miscellaneous**

19.	Rubber Tips, Crutch Heavy Duty, Smooth Style, with Metal Washer Inside, to fit 1" O.D. tubing, Color Black * Glen Products SCTW-1000-BL * Kokopelli Components 6036E	5,000 ea.	\$_____	\$_____
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Bidder shall furnish the following information:

1. Business firm and/or government agencies to whom he has sold Furniture Parts that are specified herein:

	<u>Firm or Agency</u>	<u>Contact Person</u>	<u>Phone No.</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____

2. Bidder information:

- a. Company/address where Furniture Parts will be manufactured:  
\_\_\_\_\_
- b. Contractor's Representative: \_\_\_\_\_
- c. Telephone No.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

Offeror \_\_\_\_\_

## **SPECIAL PROVISIONS**

### **SCOPE**

The furnishing and delivering of Furniture Parts for the Department of Accounting and General Services, Central Services Division, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

### **STATE'S COMMITMENT**

In return for prices submitted, the Department of Accounting and General Services, Central Services Division, will purchase all of their requirements of the products listed herein from the successful low bidder. It is provided, however, that when quality level or products design is not suited to the agency's purpose, an exception to this commitment may be granted to such agency by the Procurement Officer.

### **TERM OF CONTRACT**

Contract shall be for the twelve-month period beginning June 1, 1997 and ending July 31, 1998. Unless terminated, contract shall be extended without the necessity of rebidding, for a period not to exceed one (1) additional twelve (12) month period, but upon mutual agreement in writing at least sixty (60) days prior to expiration, provided the contract price(s) for the extended period remain the same or lower than the initial bid price. The Contractor or the State may terminate the extended contract at any time upon ninety (90) days prior written notice.

### **BIDDER PREPARATION**

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

Bid Price. Bid prices shall be based on delivery to destination and shall include all costs except the Hawaii General Excise Tax, currently 4%. The amount of General Excise Tax may be added to the invoice as a separate line item and shall not exceed the current rate.

Prequalified Acceptable Products. The manufacturer's brand and numbers specified herein as "prequalified acceptable product" set the standard of quality for products desired and not intended to restrict bidders from bidding other products that are equal to or exceed the quality of the "prequalified acceptable products" listed herein. If bidder wishes to bid a product not already listed in the bid as a "prequalified acceptable product", bidder must submit samples, product specifications literature and other pertinent information for evaluation to Ms. Fran Villarmia of the State Procurement Office, Room 416, 1151 Punchbowl Street by May 5, 1997, 4:30 p.m. Any product determined by the State, upon evaluation, to be an acceptable product, will be listed on an addendum that will be issued at least three (3) working days prior to bid opening date.

## BID PREPARATION (continued)

Multiple or Alternate Bids. An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application must be walked in to both the DOTAX and the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the applicable use tax. Under no circumstances shall the dollar amount of the award include the aforementioned adjustment.

Brand Name and Number. All bidders must indicate on the OFFER FORM pages the exact manufacturer's brand or product offered for each item. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid. If any of the called for elements of product information are missing from the bidder's offer, the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder shall be allowed to clarify product identification after bid opening. This is to ensure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Bidder is advised that although manufacturer brands and numbers are listed as "acceptable", bidder shall specify the exact manufacturer's brand and number offered for each item bid. Failure to do so shall be sufficient cause for rejection of bid.

#### **METHOD OF AWARD**

Award, if any, will be made to the responsive and responsible bidder submitting the lowest estimated total bid price for each individual line item listed herein.

#### **QUANTITIES**

Quantities listed herein are estimated for the period specified. No guarantee to purchase the exact amount listed is intended or implied. For this reason, vendors shall bid only on regular stock items to avoid inventory hardships that could arise from stocking materials for State use only.

The State shall have the right to order small or larger quantities at the price quoted herein. The Contractor, however, may at his option, request approval from the Procurement Officer to terminate any item(s) of the contract when accumulated purchases for the line item(s) exceed 120% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases for the line item, by name of agency, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed ten (10) days from date of receipt of the written request by the State Procurement Office. The Contractor shall honor all orders placed prior to the effective termination date.

In the event of termination of a line item, the State reserves the option to approach the next low bidder to supply the item at his bid price for the remainder of the contract period, or rebid the item for a period deemed to be in the best interest of the State.

#### **CONTRACT EXECUTION**

Successful bidder(s) shall receive a Notice of Award which will indicate the item(s) which the successful bidder has been awarded. This method of award does not waive compliance with the Specifications, Special Provisions, and General Terms and Conditions of the bid.



## **ORDERING**

Purchase orders will be submitted to the Contractor by DAGS, Central Services Division, as supplies are needed during the contract period.

Any orders received by the Contractor during the contract period shall be honored by the Contractor and he is obligated to deliver according to the contract terms and within the required delivery time.

## **DELIVERY**

After receipt of purchase orders, deliveries shall be made within thirty (30) working days.

Contractor will be required to deliver all items outstanding at end of the contract period for purchase orders received during the contract term.

## **QUALITY OF SUPPLIES**

All supplies furnished under these specifications shall be new and of the best quality of their respective kind, and shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

Replacement of damaged or rejected items must be completed within thirty (30) calendar days from date on non-acceptance or rejection of product by DAGS, Central Services Division.

## **INVOICING AND PAYMENT**

Contractor will forward **original and three (3) copies** of the invoices directly to:

State of Hawaii  
Department of Accounting and General Services  
Central Services Division  
729-B Kakoi Street  
Honolulu, Hawaii 96819

Attn: Glenn Nishimoto

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery and acceptance of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## **FAILURE TO DELIVER**

Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions state herein. If a Contractor is unable to deliver product(s) under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver acceptable substitute at the contract price quoted. In the event a Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

## **SERVICING**

In the event that there is a complaint regarding vendor's products, the vendor must meet with the agency that has issued the complaint, at the agency's place of business, to resolve the problems within one (1) week from the request without additional charge to the State.

## **ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS**

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.